

NO. CL-19-4662-HLEAH SUNNY ASEBEDO
Plaintiff,

V.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY
Defendant.

§ IN THE COUNTY COURT AT LAW

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NO. _____

HIDALGO COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION**TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES Plaintiff, LEAH SUNNY ASEBEDO, hereinafter called Plaintiff, complaining of and about STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, hereinafter called Defendant; and would show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, LEAH SUNNY ASEBEDO, is an Individual whose address is 15732 Hendriks Drive, Edinburg, Texas 78542.

3. The last three numbers of LEAH SUNNY ASEBEDO's driver's license number are 852. The last three numbers of LEAH SUNNY ASEBEDO's social security number are 407.

4. Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a Corporation based in Texas, is organized under the laws of the State of Texas, and service of process on the Defendant may be effected pursuant to sections 5.201 and 5.255 of the Texas Business Organizations Code, by serving the registered agent of the corporation, Corporation Service Company, at 211 E. 7th Street, Suite 620, Austin, Texas 78701, its

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registered office. Service of said Defendant as described above can be effected by certified mail, return receipt requested.

JURISDICTION AND VENUE

5. The subject matter in controversy is within the jurisdictional limits of this court.
6. Plaintiff seeks:
 - a. only monetary relief of \$100,000 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.
7. This court has jurisdiction over the parties because Defendant is a Texas resident.
8. Venue in HIDALGO County is proper in this cause under Section 1952.110(1) of the Texas Insurance Code because a policyholder or beneficiary under the insurance policy sued hereupon resided in said county at the time of the accident.

FACTS

9. On or about June 2, 2018, a motor vehicle accident involving Plaintiff and Robert Edwin Frank occurred as follows: Our client was a passenger in a vehicle traveling east on the inside lane of the 100 Block of W. Canton Rd., in Edinburg, Hidalgo County, Texas. Robert E. Frank, was traveling south on the inside lane of the 2800 Block of Business Highway 281. Suddenly and without warning, Robert E. Frank disregarded the red light and proceeded through the intersection and struck the vehicle Plaintiff was traveling in.
10. As a direct and proximate cause of the accident, Plaintiff, LEAH SUNNY ASEBEDO, sustained injuries.

DAMAGES FOR PLAINTIFF, LEAH SUNNY ASEBEDO

11. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, LEAH SUNNY ASEBEDO was caused to suffer injuries to her body.

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Plaintiff, LEAH SUNNY ASEBEDO, is a valid "covered person" under this policy as the insured.

12. Defendant was timely informed of the accident and that Plaintiff intended to claim under underinsured benefits in a letter dated May 22, 2019.

13. Plaintiff sought recovery for injuries sustained from Robert Edwin Frank tortfeasor/underinsured driver. Defendant granted Permission to settle with tortfeasor. Recovery was insufficient to compensate Plaintiff. Plaintiff hereby seeks recovery for injuries under underinsured coverage.

14. The Plaintiff has fully complied with all the conditions of the insurance policy prior to bringing in this suit. All conditions precedent have been performed or have occurred.

UNFAIR CLAIM SETTLEMENT PRACTICES

15. After having received notice of the Plaintiff's losses clearly covered by the Defendants' contract of insurance, all as set out in the preceding paragraphs of this petition, the Defendants engaged in several unfair settlement practices, as enumerated and defined as unfair or deceptive in Section 541.060(a) of the Texas Insurance Code, including but not limited to the following:

- A. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the Plaintiff's claim once the Defendant's liability became reasonably clear;
- B. Failing to promptly provide to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's offer of a compromise settlement in claim; and
- C. Refusing to pay a claim without conducting a reasonable investigation with respect to claim.

16. Defendant has knowingly refused to make settlement offers to Plaintiff and thus is

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deficient to cover all of Plaintiff's damages. Defendant has not offered a written explanation as to why they are disregarding all of Plaintiff's medical expenses and damages, when there is no evidence of previous injuries to the area requiring treatment. Defendant engaged in these unfair settlement practices knowingly by attempting to deprive their insured of benefits Plaintiff is legally entitled to recover under Contract for insurance. Defendant has not conducted an independent medical exam on Plaintiff or provided any medical expert information on why they are not believing Plaintiff's injuries. Defendant nor any of its agents have spoken to Plaintiff regarding her injuries despite having a contractual right to do so.

DAMAGES FOR PLAINTIFF, LEAH SUNNY ASEBEDO

17. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, LEAH SUNNY ASEBEDO was caused to suffer injuries to her body.

18. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, LEAH SUNNY ASEBEDO has incurred the following:

- A. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff, LEAH SUNNY ASEBEDO for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in HIDALGO County, Texas;
- B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;
- C. Physical pain and suffering in the past;
- D. Physical pain and suffering in the future;
- E. Physical impairment in the past;
- F. Physical impairment which, in all reasonable probability, will be suffered in the future;
- G. Mental anguish in the past;

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- H. Mental anguish in the future; and
- I. Cost of medical monitoring and prevention in the future.

DAMAGES

19. Pursuant to Texas Insurance Code Section. 541.152, Plaintiff seeks attorney fees, court costs and three times the amount of actual damages.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, LEAH SUNNY ASEBEDO, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for damages in an amount within the jurisdictional limits of the Court; together with pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

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Respectfully submitted,

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